



March 20, 2002

RECORDATION NO. 23942 FILED
APR 18 '02 11-56 AM
SURFACE TRANSPORTATION BOARD



Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

Attention: Secretary

Dear Secretary:

I have enclosed an original and one copy/counterpart of the document(s) described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a lease, a primary document, dated February 22, 2002.

If an assignment, We request that this assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Lessor	Maxus Leasing Group, Inc. 31300 Bainbridge Road Cleveland, Ohio 44139
Lessee	MHF-LS Equipment, Inc. 800 Cranberry Woods Drive Cranberry Township, PA 16066
Assignee	First Capital Group, Inc. 5601 Office Boulevard NE Albuquerque, NM 87109

A description of the equipment covered by the document follows:

Two (2) 32' 230 T Dep. Center Flat Rail Cars MHFX230000, 230001 as described in Maxus Lease 1236-001.

A fee of \$112.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Mike Fedele at Maxus Leasing Group, Inc. 31300 Bainbridge Road, Cleveland, Ohio 44139.

A short summary of the document to appear in the index follows: Rail Car Lease with MHF-LS Equipment, Inc. as Lessee and Maxus Leasing Group, Inc. as Lessor, assigned to First Capital Group, Inc.

Very truly yours,


Anthony N. Granata
Vice President

31300 Bainbridge Road
Cleveland, Ohio 44139

phone: 440.519.2400
fax: 440.519.2401
web: www.maxusleasing.com

RECORDATION NO. 23942 FILED

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Master Lease No. 1236 Exhibit A**SURFACE TRANSPORTATION BOARD**

MASTER AGREEMENT OF TERMS AND CONDITIONS FOR LEASE ("Master Agreement") made as of February 22, 2002 between Maxus Leasing Group, Inc., an Ohio corporation, having its chief executive offices at 31300 Bainbridge Road, Cleveland, OH 44139 ("Lessor") and MHF-LS Equipment, Inc., a Pennsylvania Corporation having its executive offices at 800 Cranberry Woods Dr. Suite 450, Cranberry Township, PA 16063 ("Lessee").

1. LEASE

On the terms and conditions of this Master Agreement, Lessor shall lease to Lessee, and Lessee shall hire from Lessor, the items of personal property (collectively the "Equipment," and individually an "Item") described in the Schedule(s) which shall incorporate this Master Agreement. Each Schedule shall constitute a separate and independent lease and contractual obligation of Lessee. The term "Lease" shall refer to an individual Schedule which incorporates this Master Agreement. In the event of a conflict between this Master Agreement and any Schedule, the language of the Schedule shall prevail. The Lease shall be effective upon execution by Lessor at its offices.

2. TERM

(a) The term of the Lease shall be comprised of a Delivery Term, Installation Term and Base Term. The Delivery Term for each Item shall commence on the date the Item is delivered to Lessee and shall end on the Installation Date. The Installation Term shall commence on the Installation Date and terminate on the first day of the month following the Installation Date for the last Item to be installed (the "Base Term Commencement Date"). The Base Term of the Lease shall begin on the Base Term Commencement Date, and may, subject to Subsection 2(b), terminate on the last day of the last month of the Base Term. The date of installation (the "Installation Date") for any Item shall be the earlier of either (i) the date on which the entity responsible for installing such Item certifies that the Item is installed and placed in good working order, or (ii) if Lessee has caused a delay in the installation of an Item, seven days from the date the Item is delivered to the equipment location specified in the Schedule, or (iii) if Lessee is to install the Item, the third day after delivery. In the event the Equipment is already installed at the equipment location of Lessee, the Installation Date shall be the date on which the Lessor pays for the Equipment.

(b) A Lease may be terminated as of the last day of the last month of the Base Term by written notice given by either Lessor or Lessee not less than six (6) nor more than nine (9) months prior to the date of termination of the Base Term. If the Lease is not so terminated at the end of the Base Term, the Base Term shall be automatically extended for successive six (6) month periods until such six (6) month notice is given. The Base Monthly Rental shall continue to be due and payable by Lessee throughout any extension term(s). No notice of termination may be revoked without the written consent of the other party.

3. RENTAL

(a) The rental amount payable to Lessor by Lessee for the Equipment will be as set forth on the Schedule. As rent for Equipment, Lessee shall pay Lessor (i) in immediately available funds and in advance on the Base Term Commencement Date and on the first day of each month during the Base Term of the Lease the Base Monthly Rental, per month, and (ii) on the Installation Date an amount equal to 1/30th of the Base Monthly Rental for each Item times the number of days which will elapse from the Installation Date of such Item to the Base Term Commencement Date of the Lease. Each remittance from Lessee to Lessor shall contain information as to the Lease for which payment is made. If Lessor makes any progress or similar payment in respect of any Equipment, such payment shall be treated as an "item" under the Lease, having an Installation Date of the date of such payment, and rent shall be payable with respect thereto as provided in this Subsection 3(a). If the Lease does not commence for any reason, then Lessee will, within ten (10) days after request by Lessor on or after the anticipated Commencement Date, repay to Lessor the amount of each such progress payment.

(b) For any payment of rent or other amount due under a Lease which is past due for more than five (5) days, interest shall accrue at the rate of 2% per month, from the date such payment was due until payment is received by Lessor, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

4. TAXES

The term "Taxes" shall mean all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and/or any penalties, fines or interest, which are imposed against or on the Equipment, its use, operation, or ownership, or the rentals or receipts due under the Lease, or penalties arising from the failure to file a return with respect to the Taxes, but shall not include any federal or state taxes based upon or measured by the net income of Lessor. As of the commencement of the term of the Lease, Lessee shall promptly report, file, pay and indemnify, and hold Lessor harmless with respect to any and all

Taxes. Lessee will, upon request by Lessor, submit to Lessor written evidence of Lessee's payment of all Taxes.

5. NET LEASE

The Lease is a net lease, it being the intention of the parties that all costs, expenses and liabilities associated with the Equipment or its lease shall be borne by Lessee. Lessee's agreement to pay all obligations under the Lease, including but not limited to Base Monthly Rental, is absolute and unconditional and such agreement is for the benefit of Lessor and its Assignee(s). Lessee's obligations shall not be subject to any abatement, deferment, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever. Except as may be otherwise expressly provided in the Lease, it shall not terminate, nor shall the obligations of Lessee be affected by reason of any defect in or damage to, or any loss or destruction of, or obsolescence of, the Equipment or any item from any cause whatsoever, or the interference with its use by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of Lessor and Lessee that all rent and other sums payable by Lessee under the Lease shall be, and continue to be, payable in all events throughout the term of the Lease. The Lease shall be binding upon the Lessee, its successors and permitted assigns and shall inure to the benefit of Lessor and its Assignee(s).

6. FINANCE LEASE STATUS

The parties agree that this lease is a "Finance Lease" as defined by section 2A-103(g) of the Uniform Commercial Code ("UCC"). Lessee acknowledges either (a) that Lessee has reviewed and approved any written Supply Contract (as defined by UCC 2A-103(y) covering the Equipment purchased from the "Supplier" (as defined by UCC 2A-103(x) thereof for lease to Lessee or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Supplier, (ii) that the Lessee may have rights under the Supply Contract; and (iii) that the Lessee may contact the supplier for a description of any such rights Lessee may have under the Supply Contract.

7. INSTALLATION, RETURN AND USE OF EQUIPMENT

(a) Upon delivery of the Equipment to Lessee, Lessee shall pay all transportation, installation, rigging, packing and insurance charges with respect to the Equipment. In the case of a sale and leaseback transaction, Lessee shall, upon the request of Lessor, certify the date the Equipment was first put into use. Lessee will provide the required electric current and a suitable place of installation for the Equipment with all appropriate facilities as specified by the manufacturer. No cards, tapes, disks, data cells or other input/output and storage media may be used by Lessee to operate any Item unless it meets the specifications of the manufacturer. Lessee agrees that it will not install, or permit the installation of, the Equipment without Lessor's consent.

(b) Lessee shall, at all times during the term of the Lease, be entitled to unlimited use of the Equipment. Lessee will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the location stated in the Schedule without the prior written consent of Lessor and in no event shall the Equipment be moved outside the continental, contiguous United States. Lessee will comply with all laws, regulations, and ordinances, and all applicable requirements of the manufacturer of the Equipment which apply to the physical possession, use, operation, condition and maintenance of the Equipment. Lessee agrees to obtain all permits and licenses necessary for the operation of the Equipment.

(c) Lessee shall not without the prior written consent of Lessor, affix or install any accessory, feature, equipment or device to the Equipment or make any improvement, upgrade, modification, alteration or addition to the Equipment (any such accessory, feature, equipment, device or improvement, upgrade, modification, alteration or addition affixed or installed is an "Improvement"). Title to all Improvements shall, without further act, upon the making, affixing or installation of such Improvement, vest solely in Lessor, except such improvements as may be readily removed without causing material damage to the Equipment and without in any way affecting or impairing the originally intended function, value or use of the Equipment. Provided the Equipment is returned to Lessor in the condition required by the Lease, including, but not limited to coverage under the manufacturer's standard maintenance contract, title to the Improvement shall vest in the Lessee upon removal. Any Improvement not removed from the Equipment prior to return shall at Lessor's option remain the property of Lessor and shall be certified for

maintenance by the manufacturer, at Lessee's expense. Lessee shall notify Lessor in writing no less than sixty (60) days prior to the desired installation date of the type of Improvement Lessee desires to obtain. Lessor may, at any time within ten (10) days after receipt of the notice offer to provide the Improvement to Lessee upon terms and conditions to be mutually agreed upon. Lessee shall notify Lessor of any third party offers and shall lease the Improvement from Lessor if Lessor meets the terms of the third party offer. If Lessee leases an Improvement from Lessor, such lease shall be under a separate Schedule, the Improvement shall not be placed in service by Lessee prior to acquisition by Lessor, and Lessee shall execute and deliver any document necessary to vest title to such Improvement in Lessor. During the term of the Base Term and any renewal term, Lessee shall cause all Improvements to be maintained, at Lessee's expense, in accordance with the requirements of Section 8. Unless otherwise agreed to by Lessor, upon the expiration or earlier termination of the term of the Lease, any Improvement shall be de-installed and removed from the Equipment by the manufacturer, at Lessee's expense. If the Improvement is removed, the Equipment shall be restored to its unmodified condition and shall be certified for maintenance by the manufacturer, at Lessee's expense. In the event an Improvement is provided to Lessee by a party other than Lessor, Lessee shall cause such party to execute and deliver to Lessor such documents as shall be required by Lessor to protect the interests of Lessor and any Assignee in the Equipment, this Master Agreement and any Schedule.

(d) Lessee shall, at the termination of the Lease, at its expense, de-install, pack and return all, but not less than all, the Equipment to Lessor at such location within the continental United States as shall be designated by Lessor in the same operating order, repair, condition and appearance as of the Installation Date, reasonable wear and tear excepted, with all current engineering changes prescribed by the manufacturer of the Equipment or a maintenance contractor approved by Lessor (the "Maintenance Organization") incorporated in the Equipment. Upon redelivery to Lessor, Lessee shall arrange and pay for such repairs (if any) as are necessary for the manufacturer of the Equipment or a Maintenance Organization to accept the Equipment under a maintenance contract at its then standard rates. If the Equipment is not redelivered to Lessor upon the termination of the Base Term or, if applicable, any Extension Term, then in addition to any other rights and remedies Lessor may otherwise have under the Lease, rental shall be payable by Lessee with respect to such Equipment at a monthly rate determined by Lessor in its reasonable discretion to be the fair market rental that would be payable for the monthly rental of such Equipment.

8. MAINTENANCE AND REPAIRS

Lessee shall, during the term of the Lease, maintain in full force and effect a contract with the manufacturer of the Equipment or a Maintenance Organization covering at least prime shift maintenance of the Equipment. Lessee upon request shall furnish Lessor with a copy of such maintenance contract as amended or supplemented. During the term of the Lease, Lessee shall, at its expense, keep the Equipment in good working order, repair, appearance and condition and make all necessary adjustments, repairs and replacements, all of which shall become the property of Lessor. Lessee shall not use or permit the use of the Equipment for any purpose for which, in the opinion of the manufacturer of the Equipment or the Maintenance Organization, the Equipment is not designed or intended.

9. OWNERSHIP, LIENS AND INSPECTIONS

(a) Lessee shall keep the Equipment free from any marking or labeling which might be interpreted as a claim of ownership by Lessee or any party other than Lessor and its Assignee(s), and shall affix and maintain tags, decals or plates furnished by Lessor on the Equipment indicating ownership and title to the Equipment in Lessor or its Assignee(s). Upon reasonable notice to Lessee, Lessor or its agents shall have access to the Equipment and Lessee's books and records with respect to the Lease and the Equipment at reasonable times for the purpose of inspection and for any other purposes contemplated by the Lease, subject to the reasonable security requirements of Lessee.

(b) Lessee shall execute and deliver such instruments, including Uniform Commercial Code financing statements, as are required to be filed to evidence the interest of Lessor and its Assignee(s) in the Equipment or the Lease. Lessee has no interest in the Equipment except as expressly set forth in the Lease, and that interest is a leasehold interest. Lessor and Lessee agree, and Lessee represents for the benefit of Lessor and its Assignee(s) that the Lease is intended to be a "finance lease" and not a "lease intended as security" as those terms are used in the UCC; and that the Lease is intended to be a "true lease" as the term is commonly used under the Internal Revenue Code of 1986, as amended (the "Code").

(c) **LESSEE SHALL KEEP THE LEASE, THE EQUIPMENT AND ANY IMPROVEMENTS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF WHATSOEVER KIND (EXCEPT THOSE CREATED BY LESSOR) AND LESSEE SHALL NOT ASSIGN THE LEASE OR ANY OF ITS RIGHTS UNDER THE LEASE OR SUBLEASE ANY OF THE EQUIPMENT OR GRANT ANY RIGHTS TO THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.** No permitted assignment or sublease shall relieve Lessee of any of its obligations under the Lease and Lessee agrees to pay all costs and expenses Lessor may incur in connection with such sublease or assignment. Lessee grants to Lessor the right of first refusal on any sublease or other grant of Lessee's rights to the Equipment.

10. DISCLAIMER OF WARRANTIES

(a) LESSOR LEASES THE EQUIPMENT "AS IS", AND BEING NEITHER THE MANUFACTURER OF THE EQUIPMENT NOR THE AGENT OF EITHER THE MANUFACTURER OR SELLER, LESSOR DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENTS OR THE LIKE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL THERE BE ANY ABATEMENT OF RENTAL FOR ANY REASON INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGE, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING.

(b) For the term of the Lease, Lessor assigns to Lessee (to the extent possible), and Lessee may have the benefit of, any and all manufacturer's warranties, service agreements and patent indemnities, if any, with respect to the Equipment; provided, however, that Lessee's sole remedy for the breach of any such warranty, indemnification or service agreement shall be against the manufacturer of the Equipment and not against Lessor, nor shall any such breach have any effect whatsoever on the rights and obligations of Lessor or Lessee with respect to the Lease.

11. ASSIGNMENT

(a) Lessee acknowledges and understands that Lessor may assign to a successor, financing lender and/or purchaser (the "Assignee"), all or any part of Lessor's right, title and interest in and to the Lease and the Equipment and Lessee hereby consents to such assignment(s). In the event Lessor transfers or assigns, or retransfers or reassigns, to an Assignee all or part of Lessor's interest in the Lease, the Equipment or any sums payable under the Lease, whether as collateral security for loans or advances made or to be made to Lessor by such Assignee or otherwise, Lessee covenants that, upon receipt of notice of any such transfer or assignment and instructions from Lessor, (i) Lessee shall, if so instructed, pay and perform its obligations under the Lease to Assignee (or to any other party designated by Assignee), and shall not assign the Lease or any of its rights under the Lease or permit the Lease to be amended, modified, or terminated without the prior written consent of Assignee; and (ii) Lessee's obligations under the Lease with respect to Assignee shall be absolute and unconditional and not be subject to any abatement, reduction, recoupment, defense, offset or counterclaim for any reason, alleged or proven, including, but not limited to, defect in the Equipment, the condition, design, operation or fitness for use of the Equipment or any loss or destruction or obsolescence of the Equipment or any part thereof, the prohibition or other restrictions against Lessee's use of the Equipment, the interference with such use by any person or entity, any failure by Lessor to perform any of its obligations contained in the Lease, any insolvency or bankruptcy of Lessor, or for any other cause, and (iii) Lessee shall, upon request of Lessor, submit documents and certificates as may be reasonably required by Assignee to secure and complete such transfer or assignment, including but not limited to the documents set forth in Section 16(c) of this Master Agreement, (iv) Lessee shall deliver to Assignee copies of any notices which are required under the Lease to be sent to Lessor, and (v) Lessee shall, if requested, restate to Assignee the representations, warranties and covenants contained in the Lease (upon which Lessee acknowledges Assignee may rely) and shall make such other representations, warranties and covenants to Assignee as may be reasonably required to give effect to the assignment.

(b) By accepting any assignment or transfer of the Lease or any interest therein, each Assignee shall be deemed to have agreed that, so long as Lessee is not in default under the Lease, such Assignee shall take no action to interfere with Lessee's quiet enjoyment and use of the Equipment in accordance with the terms of the Lease. No such assignment or conveyance shall relieve Lessor of its obligations under the Lease and Lessee agrees it shall not look to any Assignee to perform any of Lessor's obligations under the Lease. No such assignment shall increase Lessee's obligations nor decrease Lessee's rights hereunder. Lessee warrants that it will not enter into negotiations for future lease or financing transactions with Lessor's Assignee without prior written consent of Lessor.

12. QUIET ENJOYMENT

Lessor covenants that so long as Lessee is not in default under a Lease, Lessor shall take no action to interfere with Lessee's possession and use of the Equipment subject to and in accordance with the provisions of the Lease.

13. INDEMNIFICATION

Except to the extent arising from the gross negligence or willful misconduct of Lessor or Assignee, Lessee shall and does agree to indemnify, protect, save and keep harmless Lessor and its Assignee(s) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, or expenses (including legal fees and expenses) of any kind and nature whatsoever which may be imposed upon, incurred by or asserted against Lessor or its Assignee(s) in any way relating to or arising out of the Lease, the manufacture, ownership, lease, possession, use, condition, or operation of the Equipment (including, without limitation, those claims based on latent and other defects, whether or not discoverable, or claims based on strict liability, or any claim for patent, trademark or

copyright infringement). Lessor's rights arising from this Section shall survive the expiration or other termination of the Lease. Nothing in this Section shall limit or waive any right of Lessee to proceed against the manufacturer of the Equipment.

14. RISK OF LOSS

(a) Lessee assumes and shall bear the entire risk of loss and damage, whether or not insured against, of the Equipment from any and every cause whatsoever as of the date the Equipment is delivered to Lessee.

(b) In the event of loss or damage of any kind to any Item, Lessee shall use all reasonable efforts to place the Item in good repair, condition and working order to the reasonable satisfaction of Lessor within sixty (60) days of such loss or damage, unless the manufacturer of the Equipment or a Maintenance Organization determines that such Item has been irreparably damaged, in which case Lessee shall, within ten (10) days of the such determination of irreparable loss, make its election to either pay Lessor the Stipulated Loss Value (as set forth in Attachment A to this Master Agreement) for the irreparably damaged Item or replace the irreparably damaged Item, all as provided in this Section. To the extent that the Item is damaged but not irreparably damaged and if Lessee is entitled, pursuant to the insurance coverage, to obtain proceeds from such insurance for the repair of the Item, Lessee (provided no Event of Default has occurred under the Lease) may arrange for the disbursement of such proceeds to the manufacturer or other entity approved by Lessor to perform the repairs to pay the cost of repair. However, Lessee's obligation to timely repair the damaged Item is not contingent upon receipt of such insurance proceeds.

(c) In the event that Lessee elects to pay Lessor the Stipulated Loss Value for the irreparably damaged Item, Lessee shall (i) pay such amount (computed as of the first day of the month following the determination of the irreparable damage) to Lessor on the first day of the month following the election by Lessee as provided in (b) above, (ii) pay all Base Monthly Rental for the Item up to the date that the Stipulated Loss Value is paid to Lessor; and (iii) arrange with the applicable insurance company (with the consent of Lessor) for the disposition of the irreparably damaged Item. If not all the Equipment is irreparably damaged, the Value for Calculation of Stipulated Loss Value ("Value") as set forth on the Schedule for the irreparably damaged Item shall be multiplied by the applicable percentage set forth in Attachment A to compute the Stipulated Loss Value for such irreparably damaged Item, and the Base Monthly Rental for the undamaged Equipment remaining due (after payment of the Stipulated Loss Value for the irreparably damaged Item) shall be that amount resulting from multiplying the original Base Monthly Rental by the ratio of the Value of the undamaged Equipment divided by the Value for all the Equipment prior to the damage.

(d) If Lessee elects to replace the irreparably damaged Item, Lessee shall continue all payments under the Lease without interruption, as if no such damage, loss or destruction had occurred, and shall replace such irreparably damaged Item, paying all costs associated with the replacement, and Lessee shall be entitled to insurance proceeds up to the amount expended by Lessee in effecting the replacement. Lessee shall within twenty (20) days following the date of determination of irreparable damage, effect the replacement by replacing the irreparably damaged Item with a "Replacement Item" so that Lessor has good, marketable and unencumbered title to such Replacement Item. The Replacement Item shall have a fair market value equal to or greater than the Item replaced, and anticipated to have a fair market value at the expiration of the Base Term equal to the fair market value that the replaced Item would have had at the end of the Base Term, and be the same manufacture, model and type and of at least equal capacity to the Item for which the replacement is being made. Upon delivery, such Replacement Item shall become subject to all of the terms and conditions of the Lease. Lessee shall execute all instruments or documents necessary to effect the foregoing.

(e) For purposes of this Lease, the term "fair market value" shall mean the price that would be obtained in an arm's-length transaction between an informed and willing buyer-lessee under no compulsion to buy or lease and an informed and willing seller-lessor under no compulsion to sell or lease. If Lessor and Lessee are unable to agree upon fair market value, such value shall be determined, at Lessee's expense, in accordance with the foregoing definition, by three independent appraisers, one to be appointed by Lessee, one to be appointed by Lessor and the third to be appointed by the first two.

15. INSURANCE

During the term of the Lease, Lessee, at its own expense, shall maintain in regard to the Equipment all risk insurance (in an amount not less than the Stipulated Loss Value as identified on Attachment A) and comprehensive public liability insurance in amounts and with carriers reasonably satisfactory to Lessor. Any such insurance shall name Lessor and the Assignees as additional insureds and, as for the all risk insurance, loss payees as their interests may appear. All such insurance shall provide that it may not be terminated, canceled or altered without at least thirty (30) days' prior written notice to Lessor and its Assignees. Coverage afforded to Lessor shall not be rescinded, impaired, or invalidated by any act or neglect of Lessee. Lessee agrees to supply to Lessor, upon request, evidence of such insurance.

16. REPRESENTATIONS AND WARRANTIES OF LESSEE; FINANCIAL STATEMENTS

(a) Lessee represents and warrants to Lessor and its Assignees (i) that the execution, delivery and performance of this Master Agreement and the Lease was duly authorized and that upon execution of this Master Agreement and the Lease by Lessee and Lessor, the Master Agreement and the Lease will be in full force and

effect and constitute a valid legal and binding obligation of Lessee, and enforceable against Lessee in accordance with their respective terms; (ii) the Equipment is accurately described in the Lease and all documents of Lessee relating to the Lease; (iii) that Lessee is in good standing in the jurisdiction of its incorporation and in any jurisdiction in which any of the Equipment is located; (iv) that no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other government authority or agency is required with respect to the execution, delivery and performance by the Lessee of this Master Agreement or the Lease or, if any such approval, notice, registration or action is required, it has been obtained or done; (v) that the entering into and performance of this Master Agreement and the Lease will not violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's Articles or Certificate of Incorporation or Code of Regulations or Bylaws or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or upon the Equipment pursuant to any instrument to which Lessee is a party or by which it or its property may be bound; (vi) that there are no actions, suits or proceedings pending, or to the knowledge of Lessee, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to Lessee, materially adversely affect its ability to perform its obligations under the Lease or any related agreement to which it is a party; (vii) that aside from the Master Agreement and the Lease there are no additional agreements between Lessee and Lessor relating to the Equipment, and (viii) that any and all financial statements and other information with respect to Lessee supplied to Lessor at the time of execution of the Lease and any amendment, are true and complete. The foregoing representations and warranties shall survive the execution and delivery of the Lease and any amendments hereto and shall upon the written request of Lessor, be made to Lessor's Assignees.

(b) Prior to and during the term of the Lease, Lessee will furnish Lessor with Lessee's audited financial statements. If Lessee is a subsidiary of another company, Lessee will supply such company's financial statements and guarantees as are reasonably acceptable to Lessor. Lessor's obligation to perform under any Lease is subject to the condition that the financial statements furnished to Lessor by Lessee present the financial condition and results of operations of Lessee and its affiliated corporations, if any, and any guarantor of Lessee's obligations under any Lease, as of the date of such financial statements, and that since the date of such statements there have been no material adverse changes in the assets, liabilities or condition (financial or otherwise) which in Lessor's or Assignee's sole discretion are deemed to be materially adverse. Lessee shall also provide Lessor with such other statements concerning the Lease and the condition of the Equipment as Lessor may from time to time request.

(c) Upon Lessor's request, Lessee shall, with respect to each Lease, deliver to Lessor (i) a certificate of a secretarial officer of Lessee certifying the bylaw, resolution (specific or general) or corporate action authorizing the transactions contemplated in the Lease; (ii) an incumbency certificate certifying that the person signing this Master Agreement and the Lease holds the office the person purports to hold and has authority to sign on behalf of Lessee; (iii) an opinion of Lessee's counsel with respect to the representations in Section 16(a); (iv) an agreement with Lessor's Assignee with regard to any assignment as referred to in Section 11; (v) the purchase documents if Lessee has sold or assigned its interest in the Equipment to Lessor; (vi) an insurance certificate evidencing the insurance provided by Lessee pursuant to Section 15; and (vii) an Installation Certificate duly executed by Lessee. Failure by Lessee to deliver any of these documents when due shall operate, at Lessor's option, to continue the Installation Term for the Lease thus delaying the Base Term Commencement Date, or to increase the Base Monthly Rental to recover costs incurred by Lessor consequent to the delay or the termination of the Lease as provided in Section 17.

17. DEFAULT, REMEDIES

(a) The following shall be deemed "Events of Default" under the Lease:

(1) Lessee fails to pay any installment of rent or other charge or amount due under the Lease within ten (10) days after notice that such payment is overdue; or

(2) Except as expressly permitted in the Lease, Lessee attempts to remove, sell encumber, assign or sublease or fails to insure any of the Equipment, or fails to deliver any documents required of Lessee under the Lease; or

(3) Any representation or warranty made by Lessee or Lessee's guarantor in the Lease or any document supplied in connection with the Lease or any financial statement is misleading or materially inaccurate; or

(4) Lessee fails to observe or perform any of the other obligations required to be observed by Lessee under the Lease within thirty (30) days of Lessee's first knowledge of such failure; or

(5) Lessee or Lessee's guarantor ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting or fails to deny the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or

liquidator for it or of all or any substantial part of its assets or properties, or if it or its trustee, receiver, liquidator or shareholders shall take any action to effect its dissolution or liquidation; or

(6) If within thirty (30) days after the commencement of any proceedings against Lessee or Lessee's guarantor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within thirty (30) days after the appointment (with or without Lessee's or Lessee's guarantor's consent) of any trustee, receiver or liquidator of it or all of or any substantial part of its respective assets and properties, such appointment shall not be vacated.

(b) Upon the happening of any Event of Default, Lessor may declare the Lessee to be in default. Lessee authorizes Lessor at any time thereafter to enter any premises where the Equipment may be and take possession of the Equipment. Lessee shall, upon such declaration of default, without further demand, immediately pay Lessor an amount which is equal to (i) any unpaid amount due on or before Lessor declared the Lease to be in default, plus (ii) as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the Stipulated Loss Value for the Equipment computed as of the date the last Base Monthly Rental payment was due prior to the date Lessor declared the Lease to be in default, together with interest, as provided herein, plus (iii) all attorney and court costs incurred by Lessor relating to the enforcement of its rights under the Lease. After an Event of Default, at the request of Lessor and to the extent requested by Lessor, Lessee shall immediately comply with the provisions of Section 7(d) and Lessor may sell the Equipment at private or public sale, in bulk or in parcels, with or without notice, without having the Equipment present at the place of sale; or Lessor may lease, otherwise dispose of or keep idle all or part of the Equipment, subject, however, to its obligation to mitigate damages. The proceeds of sale, lease or other disposition, if any, of the Equipment shall be applied (1) to all Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of the Equipment including attorney fees; then (2) to the extent not previously paid by Lessee, to pay Lessor the Stipulated Loss Value for the Equipment and all other sums owed by Lessee under the Lease, including any unpaid rent which accrued to the date Lessor declared the Lease to be in default and indemnities then remaining unpaid under the Lease; then (3) to reimburse to Lessee Stipulated Loss Value previously paid by Lessee as liquidated damages; and (4) any surplus shall be retained by Lessor. Lessee shall pay any deficiency in (1) and (2) immediately. The exercise of any of the foregoing remedies by Lessor shall not constitute a termination of the Lease unless Lessor so notifies Lessee in writing. Lessor may also proceed by appropriate court action, either at law or in equity to enforce performance by Lessee of the applicable covenants of the Lease or to recover damages for the breach of the Lease.

(c) The waiver by Lessor of any breach of any obligation of Lessee shall not be deemed a waiver of any future breach of the same or any other obligation. The subsequent acceptance of rental payments under the Lease by Lessor shall not be deemed a waiver of any such prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under Section 17 shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for the Lease or now or later existing in law (including as appropriate all the rights of a secured party or lessor under the Uniform Commercial Code) or in equity and Lessor's exercise or attempted exercise of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies.

(d) In the event Lessee shall fail to perform any of its obligations under the Lease, then Lessor may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor.

18. LESSOR'S TAX BENEFITS

Lessee acknowledges that Lessor shall be entitled to claim for federal income tax purposes, (i) deductions (hereinafter called "Depreciation Deductions") on Lessor's cost of the Equipment for each of its tax years during the term of the Lease under any method of depreciation or other cost recovery formula permitted by the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), and (ii) interest deductions (hereinafter called "Interest Deductions") as permitted by the Code on the aggregate interest paid to any Assignee. Lessee agrees to take no action inconsistent (including the voluntary substitution of Equipment) with the foregoing or which would result in the loss, disallowance, recapture or unavailability to Lessor of Depreciation Deductions or Interest Deductions. Lessee hereby indemnifies Lessor and its Assignee(s) from and against (a) any loss, disallowance, unavailability or recapture of Depreciation Deductions or Interest Deductions resulting from any action or failure to act of Lessee, including replacement of the Equipment, plus (b) all interest, penalties, costs, (including attorney fees), or additions to tax resulting from such loss, disallowance, unavailability or recapture.

19. GENERAL

(a) This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Ohio (the "State"), including all matters of construction, validity and performance. Lessee agrees to submit to the jurisdiction of the State and/or Federal courts in the State and agrees that any such court shall be an appropriate venue.

(b) The Master Agreement and the Lease constitute the entire and only agreement between Lessee and Lessor with respect to the lease of the Equipment,

and the parties have only those rights and have incurred only those obligations as specifically set forth herein. The covenants, conditions, terms and provisions of the Lease may not be waived or modified orally. The Lease may not be amended or discharged except by a subsequent written agreement entered into by duly authorized representatives of Lessor and Lessee.

(c) All notices, consents or requests desired or required to be given under the Lease shall be in writing and shall be delivered in person or sent by certified mail, return, receipt requested, or by courier service to the address of the other party set forth in the introduction of the Master Agreement or to such other address as such party shall have designated by proper notice.

(d) Each Schedule shall be executed in two counterparts, consecutively numbered. To the extent, if any, that a Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in the Schedule may be created through the transfer or possession of any counterpart other than Counterpart No. 1. The Master Agreement, whether signed or in the form of a photocopy, is Exhibit A to the Schedule and is not chattel paper by itself.

(e) Section headings are for convenience only and shall not be construed as part of the Lease.

(f) It is expressly understood that all of the Equipment shall be and remain personal property, notwithstanding the manner in which the same may be attached or affixed to realty, and, upon Lessor's request, Lessee shall secure from its mortgagee, landlord or owner of the premises a waiver in form and substance reasonably satisfactory to Lessor.

(g) Lessor may upon written notice to Lessee advise Lessee that certain Items supplied to Lessee are leased to Lessor and supplied to Lessee under the Lease as a sublease. Lessee agrees to execute and deliver such acknowledgments and assignments in connection with such a Lease as are reasonably required. If, at any time during the term of the Lease, Lessor's right to lease the Equipment expires, Lessor may remove the Equipment from Lessee's premises and shall promptly provide identical substitute Equipment. All expenses of such substitution, including de-installation, installation and transportation expenses, shall be borne by Lessor.

(h) Prior to the delivery of any Item, the obligations of Lessor thereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, failure to deliver any Item, governmental regulations or interferences or any cause whatsoever not within the sole control of Lessor.

(i) Any provision of the Master Agreement or any Schedule prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction shall be ineffective as to such jurisdiction without invalidating the remaining provisions of the Master Agreement and such Schedule in such jurisdiction or invalidating such provision in any other jurisdiction.

(j) As an administrative convenience to Lessor and Lessee, Lessee agrees that Lessor shall have the right, without further act or authorization by Lessee, to insert or complete missing or incomplete terms in any Schedule or other document relating to the Lease, including without limitation serial numbers and dates, and to correct manifest errors in such terms. Lessee shall execute and deliver such documents and instruments as Lessor may reasonably request in order to confirm any such insertion, completion or correction.

20. ENTIRE AGREEMENT

This Lease constitutes the entire and final agreement between Lessor and Lessee and may not be contradicted by evidence of prior, contemporaneous or subsequent oral discussions, negotiations or agreements of the parties. There is no understanding or agreement, oral or written, which is not set forth herein. This Lease may not be amended except by a written instrument signed by Lessor and Lessee. This Lease and any such writing shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

The parties have executed this Master Agreement of Terms and Conditions for Lease as of the date written above.

Lessee: MHF-LS Equipment, Inc.

Lessor: Maxus Leasing Group, Inc.

By: 

By: 

Print Name: John J. Evanko

Print Name: Anthony N. Granata

Title: President

Title: Vice President



ATTACHMENT A

To Master Agreement No. 1236, dated February 22, 2002, between Maxus Leasing Group, Inc. and MHF-LS Equipment, Inc.

To calculate Stipulated Loss Value, multiply the applicable percentage, below, by the value of the applicable Item(s) set forth on the Schedule. If no such value is set forth on the Schedule, the value shall be Lessor's original cost of such Item.

Rental Month Number	Stip Loss Percent	Rental Month Number	Stip Loss Percent	Rental Month Number	Stip Loss Percent
1	108.20	21	87.80	41	67.40
2	107.18	22	86.78	42	66.38
3	106.15	23	85.76	43	65.36
4	105.14	24	84.74	44	64.34
5	104.12	25	83.72	45	63.32
6	103.10	26	82.70	46	62.30
7	102.08	27	81.68	47	61.28
8	101.06	28	80.66	48	60.26
9	100.04	29	79.64	49	59.24
10	99.02	30	78.62	50	58.22
11	98.00	31	77.60	51	57.20
12	96.98	32	76.58	52	56.18
13	95.96	33	75.56	53	55.16
14	94.94	34	74.54	54	54.14
15	93.92	35	73.52	55	53.12
16	92.90	36	72.50	56	52.10
17	91.88	37	71.48	57	51.08
18	90.86	38	70.46	58	50.06
19	89.84	39	69.44	59	49.04
20	88.82	40	68.42	60	48.02
THEREAFTER					<u>48.02</u>

LESSEE:

LESSOR:



Installation Certificate for Schedule No. 001, dated February 22, 2002

Incorporating by reference Master Agreement No. 1236 dated February 22, 2002 between Maxus Leasing Group, Inc., as Lessor, and MHF-LS Equipment, Inc., as Lessee.

Lessee hereby certifies (i) that the items of Equipment described below have been delivered to the specified Equipment Location, and inspected by Lessee and have been found to be in good order as of the Installation Date, and (ii) that the quantity, description, and serial numbers as indicated below are true and correct.

Quantity	Description	Serial Number
2	32' 230 T Dep. Center Flat Cars MHFX 230000, 230001	
2	Cusotmized painting of American Flag on each deck	
1	16 Ton Insert	
3	Turbine Rotor Transport Skids, Gondola Lids, Tie downs and 2 feedwater heater supports	

with all replacement parts, additions, repairs, accessions & accessories from time to time incorporated therein and/or affixed thereto.

Installation Date: _____

Equipment Location: 800 Cranberry Woods Dr. Suite 450, Cranberry Township, PA 16063

Lessee hereby represents and warrants to Lessor that on the Installation Date:

1. The representation and warranties of Lessee contained in the Master Agreement and the Schedule are true and correct in all material respects as though made as of the Installation Date.
2. No Event of Default as defined in the Master Agreement has occurred and is continuing as of the Installation Date.
3. There are in full force and effect such insurance policies with respect to the Equipment as are required pursuant to the Master Agreement.

Lessee: MHF-LS Equipment, Inc.

By: _____

Print Name: John J. Evanko

Title: President

This is Counterpart No. 3 of 3 serially numbered counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. 1.



Schedule No. 001, dated February 22, 2002

Incorporating by reference Master Agreement No. 1236 dated February 22, 2002 between Maxus Leasing Group, Inc., as Lessor, and MHF-LS Equipment, Inc., as Lessee.

LESSEE AGREES TO LEASE THE DESCRIBED EQUIPMENT FROM LESSOR AND LESSOR BY ACCEPTANCE OF THIS LEASE, AGREES TO LEASE THE EQUIPMENT TO LESSEE ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE AND THE MASTER AGREEMENT, WHICH IS ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE.

Equipment Description:

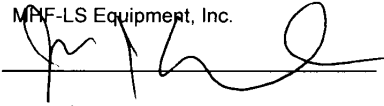
Quantity	Description	Serial Number
2	32' 230 T Dep. Center Flat Cars MHFX 230000, 230001	
2	Cusotmized painting of American Flag on each deck	
1	16 Ton Insert	
3	Turbine Rotor Transport Skids, Gondola Lids, Tie downs and 2 feedwater heater supports	

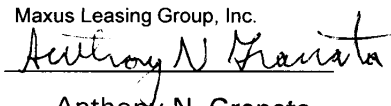
with all replacement parts, additions, repairs, accessions & accessories incorporated therein and/or affixed thereto.

1. Base monthly Rental: \$9,149.00
2. Equipment Location: 800 Cranberry Woods Dr. Suite 450, Cranberry Township, PA 16063
3. Equipment Return Location: To be determined by Lessor
4. Expected Delivery Date: _____
5. Base Term: 36 months
6. Lessee Address for Notices: (if different than Master Agreement):
7. Value of Calculation for Stip Loss Value: \$705,651.00
8. Special Terms: None

End of Base Term Options: Provided no event of default or event or condition which, with the giving of notice or the lapse of time, or both, would constitute and Event of Default has occurred and is continuing, Lessee shall have the option at the end of the Initial Base Term, upon notice to Lessor given as provided in Section 2(b) of the Master Agreement, upon payment to Lessor of a termination fee of 43.40% of the Equipment Cost, and upon return of the Equipment to Lessor, Lessee may terminate the Lease ("Termination Option"). If Lessee exercises the Termination Option and provided that all of the conditions set forth above have been satisfied, the Lease shall be terminated on the last day of the Base Term, and Lessee shall have no further obligation to pay rent to Lessor under the Lease. If Lessee does not exercise such Termination Option, the Base Term shall automatically and without further action by Lessor or Lessee be extended for a period of 48 months at a monthly rental equal to \$9,149.00. ("Extension Term"). Lessee must, at the end of the Extension Term, purchase all ,but not less than all, of the Equipment at a price equal to 50% of the original Equipment Cost.

THIS SCHEDULE TOGETHER WITH EXHIBIT A AND ANY ADDITIONAL PROVISION(S) REFERRED TO IN ITEM 8 CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND LESSEE AS TO THE LEASE AND THE EQUIPMENT. LESSEE ACKNOWLEDGES THAT ON OR BEFORE LESSEE'S SIGNING OF THIS SCHEDULE IT RECEIVED A COPY OF THE CONTRACT EVIDENCING LESSOR'S ACQUISITION OF THE EQUIPMENT.

Lessee: MHF-LS Equipment, Inc.
By: 
Print Name: John F. Evanko
Title: President

Lessor: Maxus Leasing Group, Inc.
By: 
Print Name: Anthony N. Granata
Title: Vice President

This is Counterpart No. 3 of 3 serially numbered counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in this document may be created through the transfer and possession of any counterpart other than Counterpart No. 1.

APR 18 '02 11-56 AM

SURFACE TRANSPORTATION BOARD
COPY

First Capital Group, Inc.

NON-RECOURSE NOTE AND SECURITY AGREEMENT

\$751,443.71

Date: March 25, 2002

FOR VALUE RECEIVED, Maxus Leasing Group, Inc., an Ohio corporation, (hereinafter called "Debtor"), hereby promises to pay to the order of First Capital Group, Inc., (hereinafter called "Secured Party"), at its office in 5601 Office Boulevard NE, Suite 200, Albuquerque, NM 87109, the principal amount of Seven Hundred Fifty One Thousand Four Hundred Forty Three and 71/100 (\$751,443.71), together with interest on the unpaid principal amount hereof outstanding from time to time at the rate of 9.44% per annum in 84 equal, consecutive monthly installments of \$9,149.00 commencing on April 1, 2002, and on the first day of each month thereafter until paid in full. Interest shall be calculated on the basis of a 360-day year comprised of twelve (12) 30-day months.

Section 1. Grant of Security Interest

As security therefor, Debtor hereby gives Secured Party a security interest in and lien on all of Debtor's rights, title and interest in the property described in Exhibit "A" attached hereto and made a part hereof, which property is now owned by Debtor or to be purchased by Debtor with the proceeds of this Note (hereinafter called the "Equipment"). As further security for this Note, Debtor hereby assigns to Secured Party (i) all monies due and to become due Debtor under Schedule No. 001 dated February 22, 2002 to the Lease Agreement No. 1236 dated February 22, 2002 (the "Lease") between Debtor and MHF-LS Equipment, Inc. (hereinafter the "Lessee") excluding any monies received by Debtor as indemnification by the Lessee for loss of tax benefits claimed by Debtor, (ii) all of Debtor's rights but not obligations under said Lease and (iii) the proceeds of any and all of the foregoing. The Equipment, the Lease, all monies due, the rights under the Lease and the proceeds thereof are herein collectively defined to be the "Collateral".

Section 2. Representations and Warranties of Debtor

Debtor hereby represents and warrants that:

- (i) this Note and Security Agreement has been duly authorized, executed and delivered by Debtor and constitutes a legal, valid and binding agreement and obligation of Debtor enforceable according to its terms, except as limited by applicable insolvency, moratorium or other similar laws or equitable principles affecting the rights of creditors generally,
- (ii) neither the execution and delivery of this Note and Security Agreement or the Lease nor the consummation of the transactions herein contemplated nor the fulfillment of, nor compliance with, the terms and provisions hereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the Articles of Incorporation or the code of regulations of Debtor or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which Debtor is a party or by which it or its property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any

nature whatsoever upon the Collateral pursuant to the terms of any such agreement or instrument,

(iii) it is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to do business in each jurisdiction (including the jurisdiction where the Equipment is, or is to be, located) where failure to so qualify would materially adversely affect Debtor's business,

(iv) Debtor has good title, as conveyed to it, to the Collateral free and clear of all security interests, liens and encumbrances, except for the respective interests of Secured Party and the Lessee,

(v) the Lease is a valid and binding agreement of Debtor and the Lessee, except as limited by applicable insolvency, moratorium or other similar laws or equitable principles affecting the rights of creditors and lessors generally,

(vi) the Lease constitutes the entire agreement between Debtor and the Lessee and Debtor has delivered to Secured Party the chattel paper original of the Lease,

(vii) no other assignment or security interest has been or will be granted with respect to the Collateral or the monies assigned hereunder,

(viii) the rents payable under the Lease assigned hereby to Secured Party are not, to the best knowledge of Debtor, subject to any defenses, setoffs or counterclaims, and

(ix) the Equipment has been delivered and accepted by the Lessee, and the Lessee has acknowledged receipt and acceptance of the Equipment.

Section 3. Covenants of Debtor

Debtor agrees:

(i) that all payments to be made by Debtor hereunder shall be made to First Capital Group, Inc., 5601 Office Boulevard NE, Suite 200, Albuquerque, NM 87109; Attention: Susan Yulo,

(ii) that all right, title and interest of Debtor in and to the Collateral and any payments with respect thereto are and shall be subject and subordinate to all of the right, title and interest of Secured Party therein,

(iii) not to take any material action with respect to its right, title and interest in and to the Collateral without the prior written consent of Secured Party, which will not be unreasonably withheld,

(iv) to execute and deliver any and all papers or documents which Secured Party may reasonably request from time to time in order to carry out the purposes hereof, to perfect the security interest of Secured Party in the Collateral or to facilitate the collection of monies due or to become due from the Lessee,

(v) that Debtor will duly fulfill or cause to be fulfilled all of the obligations to be performed and assumed by it under the Lease and shall remain liable thereunder and that it will not, without Secured Party's prior written consent, modify, rescind, cancel or accept the surrender of the Lease or waive any of the provisions thereof or extend the time of payment for the rent thereunder,

(vi) to keep the Collateral free and clear of, or discharge within 45 days of the creation of, all mortgages, pledges, liens, charges, security interests and all other encumbrances whatsoever, except those created by this Note and Security Agreement, provided however that a property tax lien may remain on the Collateral in excess of the 45-day period set forth above so long as Debtor or the Lessee discharges the lien on or before the date a penalty attaches for nonpayment of the tax, provided further that the following liens, mortgages, pledges, charges, security interests and other encumbrances may remain on the Collateral in excess of the 45 day period:

a) liens for taxes (other than property taxes), assessments or similar charges incurred in the ordinary course of business that are not yet due and payable;

b) liens of mechanics, materialmen, warehousemen or carriers, or other like liens, securing obligations incurred in the ordinary course of business that are not yet due and payable;

c) liens existing as of the date hereof or which Secured Party has knowledge and has consented to in writing;

d) the following if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings, so long as levy and execution thereon have been stayed and continue to be stayed and they do not in the aggregate materially detract from the value of the Collateral, or materially impair the use thereof in the operation of Debtor's or Lessee's business:

- (1) claims or liens for taxes, assessments or charges due and payable and subject to interest or penalty;
- (2) claims, liens or encumbrances upon the Collateral including any attachment of the Collateral or other legal process prior to adjudication of a dispute on the merits;
- (3) claims or liens of merchants, materialmen, warehousemen or carriers or other like liens; and
- (4) adverse judgments on appeal.

(vii) to keep or cause the Lessee to keep the Equipment in good repair and operating condition without any cost or liability to Secured Party,

(viii) that all accessions which are or become attached to or part of the Equipment are or shall become subject to the terms of this Note and Security Agreement, to the extent permitted in the Lease,

(ix) to notify Secured Party upon its knowledge of any Lessee defaults in the payment or performance of any of its obligations under the Lease,

(x) not to sell, assign, transfer, mortgage or in any way encumber the Collateral, nor secrete, abandon or remove or attempt to remove the Equipment from the location stated in the Lease or by subsequent notification without the prior written notice of Secured Party,

(xi) to allow Secured Party and its representatives free access and right of inspection of the Equipment at all reasonable times, and in the event of loss or damage to the Equipment, to send written notice thereof to Secured Party,

(xii) that it will not remove its records concerning the Lease except to a jurisdiction where the Uniform Commercial Code shall be in effect, and upon 30 days' prior written notice to Secured Party, and will permit Secured Party and its representatives to examine Debtor's books and records with respect to the Collateral and make extracts therefrom and copies thereof at any reasonable time and from time to time,

(xiii) that it shall not permit the Equipment to be or become fixtures under applicable law,

(xiv) to keep or cause the Lessee to keep the Equipment insured against public liability and loss by fire, theft and casualty, by insurers and in form, amount and coverage customary for such Equipment, naming Secured Party as a loss payee or additional insured as its interests may appear and to assign and deliver the policies or certificates thereof to Secured Party as additional security, and

(xv) to pay or cause Lessee to pay all charges, including without limitation, taxes and assessments, levied or assessed against Debtor which if unpaid would constitute an attachment on the Collateral or any portion thereof, provided however that should Lessee fail to make such payments as required pursuant to the Lease, Debtor shall have 45 days after the due date thereof to make said payments unless an attachment will be imposed on said Equipment prior to the end of such 45-day period in which event payment shall be made by Debtor prior to imposition of the attachment unless such attachment may not be foreclosed within such 45-day period.

Section 4. Rights of Secured Party

Debtor hereby irrevocably constitutes and appoints Secured Party and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor or in its own name, with the prior written consent of Debtor unless and until a default shall have occurred hereunder, for the purpose of carrying out the terms of this Note and Security Agreement to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Note and Security Agreement. Without limiting the generality of the foregoing Debtor hereby gives Secured Party the power and right, on behalf of Debtor, to endorse any loss payment or returned premium check and to make, settle and release any claim under any insurance policy with respect to the Collateral, and to do, at Secured Party's option, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Note and Security Agreement, all as fully and effectively as Debtor might do. Debtor hereby

ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof, except for actions taken in which said attorney is negligent or the action is due to said attorney's willful misconduct. This power of attorney is a power coupled with an interest, shall be irrevocable and shall terminate only upon payment in full of the obligations and termination of this Note and Security Agreement. The powers conferred on Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Debtor for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except for its own negligence or willful misconduct.

Section 5. Collection of Rent

(i) Debtor shall notify the Lessee that all rents payable under the Lease shall be paid to Secured Party's address or, in the event a lock box agreement is in effect between Debtor and Secured Party, to the address specified in said agreement. The amounts from time to time received by Secured Party as rental under the Lease shall be applied to the amount of principal and interest then due and payable on this Note and Security Agreement. All sums received by Secured Party from the Lessee due to the loss or destruction of the Collateral shall be applied to the remaining principal and interest then outstanding on this Note and Security Agreement, with any excess paid by Secured Party to Debtor. Any insurance proceeds as regards the Collateral shall be applied according to the terms of the Lease, but in the event the insurance proceeds are not used to replace or repair the Collateral for any reason whatsoever, said proceeds shall be paid to Secured Party and applied to the principal and interest then outstanding on this Note and Security Agreement, with any excess paid by Secured Party to Debtor.

(ii) Secured Party may, upon occurrence of an event of default hereunder, notify the Lessee that the Lease has been assigned to Secured Party and that all rentals payable thereunder shall be paid directly to Secured Party. Secured Party may also direct Debtor to so notify any Lessee, and Debtor agrees to follow any such directions. All rentals received by Debtor from the Lessee so notified shall be received and held by Debtor in trust for Secured Party and shall be delivered to Secured Party immediately upon receipt thereof by Debtor in the same form as received except for Debtor's endorsement when necessary. In the event Debtor fails to endorse any instrument given in payment of rental, Secured Party is hereby irrevocably authorized to endorse the same on Debtor's behalf.

Section 6. Prepayment

Debtor may not voluntarily prepay the indebtedness evidenced by this Note and Security Agreement in whole or in part; provided, however, that Debtor may voluntarily prepay that portion of this Note and Security Agreement secured by a Lease which has been terminated prior to the end of its term due to:

(i) a default by the Lessee under the terms of the Lease;

(ii) a casualty loss, as defined in the Lease, in which event the voluntary prepayment shall be limited to that portion of unpaid principal under this Note and Security Agreement, together with accrued interest thereon, proportionately equal to the percentage that the original purchase price of the Equipment suffering such event of loss bears to the original purchase price of the

Equipment then subject to the Lease, provided, however, that payments of principal and interest shall continue to be payable under this Note and Security Agreement together with any additional interest required pursuant to Section 7 hereof with regard to payments of principal and interest remaining unpaid after the same have become due and payable, until payment of such payments required under the Lease in the event of a loss;

(iii) an early termination of the Lease under the terms of the Lease or as negotiated between Debtor and the Lessee. In the event of a voluntarily prepayment of the outstanding principal balance of this Note and Security Agreement due to early termination, the amount due on this Note and Security Agreement shall equal the present value of the aggregate unpaid rent due under the original term of the Lease at the termination date, discounted to the termination date at a rate equal to the interest rate stated in the first paragraph of this Note, and in addition, all accrued and unpaid interest on this Note and Security Agreement, at the date of payment to Secured Party. Provided that, in no event shall such prepayment amount equal less than the unpaid principal on the date of prepayment plus all accrued but unpaid interest on this Note and Security Agreement to such date.

In lieu of prepaying this Note and Security Agreement pursuant to the above terms, Debtor may offer to Secured Party and Secured Party at its sole option may accept a substitute Lease or Leases of like quality and term.

Each of the remaining principal installments due hereunder shall be reduced in the proportion that the principal amount of any partial prepayment made pursuant to this Section bears to the unpaid principal amount outstanding immediately prior to the prepayment.

Section 7. Late Payment Rate

All payments not made when due under this Note and Security Agreement shall bear interest at the rate of 2.00% per month over the interest rate under this Note or the maximum applicable legal rate, whichever is lower.

Section 8. Limitations of Liability

Notwithstanding any other provision of this Note and Security Agreement, all obligations of Debtor hereunder are non-recourse, and Secured Party shall look only to the Collateral for payment of all amounts now or hereafter payable under this Note and Security Agreement; provided, however that Secured Party shall have recourse to Debtor for any claims arising out of the breach by Debtor of any of its representations, warranties, covenants and undertakings set forth herein (other than the payment of principal and interest provided for in this Note and Security Agreement). However, nothing in this paragraph shall be, or be deemed to be, a release or impairment of the indebtedness evidenced by this Note and Security Agreement, or Secured Party's security interest in the Collateral, or the assignment of rentals due under the Lease or to preclude Secured Party from resorting to the Collateral in case of any default hereunder subject to Lessee's rights under the Lease or from enforcing any of its rights under this Note and Security Agreement or the Lease in respect of the Collateral.

Section 9. Events of Default

Any of the following events shall constitute an Event of Default hereunder:

- (i) Debtor shall fail to make any payment due hereunder within ten days after written notice that the same has become due,
- (ii) an Event of Default under and as defined in the Lease shall have occurred and be continuing,
- (iii) Debtor shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by Debtor hereunder or in any agreement or certificate furnished to Secured Party in connection herewith and such failure shall continue unremedied for a period of 15 days after notice thereof to Debtor; provided, however, that if Debtor is using due diligence to correct such default, such period shall be extended for as long as Debtor is using such due diligence to correct such default,
- (iv) any representation or warranty made by Debtor herein or in any document or certificate furnished to Secured Party in connection herewith shall be incorrect in any material respect when made,
- (v) any report, certificate, financial statement or other instrument furnished by Debtor in connection with this Note and Security Agreement shall prove to be materially false or misleading and Debtor knew such information was false or misleading prior to the giving of such information,
- (vi) Debtor shall have become insolvent or bankrupt or admit in writing its inability to pay its debts as they mature or shall make an assignment for the benefit of creditors, or a receiver or trustee shall have been appointed with respect to Debtor or any of Debtor's estate, and which receiver or trustee shall remain undischarged for 90 days after appointment, or
- (vii) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under the United States Bankruptcy Code or any bankruptcy law or similar law now or hereafter in force for the relief of debtors, shall be instituted by or against Debtor and be allowed against Debtor or be consented to or, if instituted against Debtor, fail to be dismissed within 90 days of such institution.

Section 10. Remedies

If an Event of Default hereunder shall have occurred and be continuing, all of the payments hereunder shall become immediately due and payable, without notice or demand, subject to Section 8 hereof (the non-recourse provisions of this Note and Security Agreement) and Sections 11 and 13 hereof, and Secured Party, with the aid and assistance of any persons, shall have the right; (i) to enter upon the premises, or such other place as the Equipment may be found and take possession of and carry away the Equipment as permitted by applicable law, at any time or times, dispose of same and apply the proceeds thereof to the unpaid principal and interest hereof or any other obligations arising hereunder, all to the extent permitted by and in accordance with law and the terms and conditions of the Lease, (ii) to file any claim or take any other action or proceeding in any court of law or equity for the purpose of collecting any and all monies due under the Lease, (iii) upon the occurrence and

continuance of a default by Lessee, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or obtain any insurance called for by the terms of this Note and Security Agreement or the Lease and to pay all or any part of the premiums therefor and the costs thereof, and (iv) upon the occurrence and continuance of any event of default under the terms of the Lease (A) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral, (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of the Collateral, and (C) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharge or releases as Secured Party may deem appropriate.

All rights, remedies and options conferred upon Secured Party hereunder or by law shall be cumulative and may be exercised successively or concurrently and are not alternative or exclusive of any other such rights, remedies or options. No express or implied waiver by Secured Party of any default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Secured Party in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies, and any single or partial exercise of any particular right by Secured Party shall not exhaust the same or constitute a waiver of any other right provided herein.

Section 11. Right to Cure

Anything herein to the contrary notwithstanding, in the case of any default occurring hereunder due to the occurrence of an Event of Default under the Lease, Secured Party shall promptly notify Debtor of such Event of Default and Secured Party shall not, without the prior written consent of Debtor, exercise any remedy or remedies provided herein or in the Lease in respect thereof during the ten-day period next following such notice. During such period, Debtor shall have the right to cure, on behalf of Lessee, such Event of Default under the Lease. Each separate Event of Default occurring subsequent to such an Event of Default which was theretofore cured by Debtor shall be subject to the period during which Secured Party may not exercise its remedies as herein above provided.

No party exercising any such right to cure shall obtain any lien, charge or encumbrance of any kind upon any Equipment or any rentals or other amounts payable therefor under the Lease in respect of any sums paid in connection with the exercise of such right or the curing of such Event of Default, nor shall any claims of such party against Lessee for the repayment of such sums so advanced impair the prior right of Secured Party to the sums payable by Lessee under the Lease; provided however, that if no default hereunder shall then have occurred and be continuing and if all obligations then due and owing shall have been paid, at the time of receipt by Secured Party from Lessee of an overdue installment of rent in respect of which Debtor shall have made payment to Secured Party pursuant to this paragraph and/or any interest payable by Lessee in respect of the late payment thereof, such installment or other sum and interest thereon shall be released to Debtor.

Section 12. Successors and Assigns

Secured Party may at any time assign to a subsidiary or affiliate all or any portion of this Note and Security Agreement, without notice to Debtor, or to an unrelated third party upon notice to Debtor.

Debtor may not assign the Note and Security Agreement, except to an affiliate or to a corporation into which Debtor is merged or with which it is consolidated, without prior written notice to Secured Party. This Note and Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Rights Under Lease

Notwithstanding any of the provisions of this Agreement to the contrary, neither Debtor nor Secured Party shall take any action contrary to the rights of the Lessee under the Lease except in accordance with the provisions of the Lease.

Section 14. Miscellaneous

Any monies owing into the possession of Secured Party hereunder, whether paid by Debtor or the Lessee or derived from insurance or the proceeds of any sale of the Collateral, shall be applied in whole or in part to the obligations of Debtor subject to the terms and conditions of the Lease and Debtor's right to specify any such application is hereby waived except as provided in Section 11 hereof. If any monies at any time are payable to Debtor hereunder, the same shall be deposited as Debtor or Debtor's transferee or assignee may direct.

This Note and Security Agreement may not be amended, waived, or discharged, except by an agreement in writing signed by the party against which or whom enforcement of the amendment, waiver or discharge is sought. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any provision of this Note and Security Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Time and exactitude are of the essence hereof.

Upon full payment of the sums due hereunder and the satisfaction of all obligations of Debtor hereunder, Secured Party shall upon Debtor's request execute termination statements for all outstanding filed financing statements relating to its security interest and such other termination and discharge documents as Debtor may reasonably request.

It is the intention of the parties that the provisions of this Note and Security Agreement shall be governed by the internal laws of the State of Ohio.

The term Debtor shall be deemed to include successors and assigns of Debtor, including, but not limited to, any corporation into which Debtor is merged or with which it is consolidated.

All notices to be made hereunder shall be in writing and (a) if to Debtor, addressed to it at 31300 Bainbridge Road Cleveland, Ohio 44139 and (b) if to Secured Party, addressed to 5601 Office Blvd. NE, Suite 200, Albuquerque, NM 87109; Attention: Susan Yulo. Either party hereto may change the address to which notice to such party shall be sent by giving notice of such change to the other party to this Note and Security Agreement.

Section headings herein are inserted for convenience only and shall not affect any construction or interpretation of this Note and Security Agreement. The words "herein", "hereof", "hereby", "hereto", "hereunder", and words of similar import refer to this Note and Security Agreement as a whole and not to any particular section, subsection, paragraph, clause or other subdivision hereof.

The principal place of business of Debtor is 31300 Bainbridge Road Cleveland, Ohio 44139, and Debtor shall notify Secured Party and execute additional financing statements, to be filed at Debtor's expense, should such address change.

MAXUS LEASING GROUP, INC.

BY Anthony N. Granata

Anthony N. Granata
Vice President

First Capital Group, Inc.

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A

Quantity	Description	Serial Number
3	Turbine Rotor Transport Skids, Gondola Lids, Tie downs and 2 feedwater heater supports	
1	16 Ton Insert	
2	Customized painting of American Flag on each deck	
2	32' 230 T Dep. Center Flat Cars MHFX 230000, 230001	